

JUN 09 2003

## TEMKIN WIELGA &amp; HARDT LLP

1900 Wazee Street, Suite 303  
Denver, CO 80202

Environmental Cleanup Office

Elizabeth H. Temkin  
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June 4, 2003

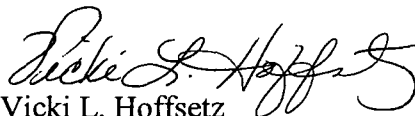
Ted Yackulic, Esq.  
EPA Region X  
Office of Regional Counsel  
1200 Sixth Avenue  
Mail Stop ORC-158  
Seattle, WA 98101Curt Fransen, Esq.  
Deputy Attorney General  
Office of the Attorney General  
2005 Ironwood Parkway, Suite 120  
Coeur d'Alene, ID 83814-2647Re: Statement of Position –  
2003 "Box" Work

Gentlemen:

Enclosed please find the attachments to Hecla's Statement of Position on the two current disputes relating to 2003 work in the "Box."

Please accept our apologies for failing to include these with the Statement of Position delivered to you May 27, 2003.

Sincerely yours,

Vicki L. Hoffsetz  
Assistant to Elizabeth H. TemkinEHT/vlh  
Enclosures  
cc: Angela Chung (w/enclosure)  
Rob Hansen (w/enclosure)

A



State of Idaho  
Department of Environmental Quality  
1410 North Hilton  
Boise, Idaho 83706



U.S. Environmental Protection Agency  
Region 10  
1200 Sixth Avenue  
Seattle, Washington 98101

April 18, 2003

VIA FACSIMILE

Daniel E. Meyer  
Site Manager/Project Coordinator  
Upstream Mining Group  
P.O. Box 1080  
Kellogg, ID 83837

Re: Notice of Partial Approval and Partial Disapproval of Hecla's Annual Remedial Action Work Plan for the Bunker Hill Superfund Site

Dear Mr. Meyer: *Dan*

This letter partially approves and partially disapproves the draft Residential Areas Annual Remedial Action Work Plan (Work Plan) that Hecla Mining Company submitted to the U.S. Environmental Protection Agency (EPA) and the Idaho Department of Environmental Quality (IDEQ) on April 15, 2003. Hecla is required to submit this Work Plan pursuant to the 1994 Consent Decree entitled United States of America v. ASARCO Inc. et al, Civ 94-0206-N-HLR (CD).

In your April 15 submittal, Hecla proposes only to fund Hecla project management, the Institutional Controls Program (ICP), half of IDEQ oversight costs, and the remediation of approximately 18 residential properties, including high-risk yards, this year. Hecla's proposal does not fully comply with the requirements of the CD. The CD requires the Settling Defendants, jointly and severally, to remediate a minimum of 200 yards per year, address water well closures, remediate Rights-of-Way (ROWs) and commercial properties, and conduct other work outlined in the Remedial Design Reports.

Pursuant to Paragraph 39 of Section XII (Submissions Requiring Agency Approval) of the CD, EPA and IDEQ approve Hecla's draft Work Plan to the extent Hecla proposes to remediate residential properties in the Populated Areas and fund the ICP and IDEQ oversight costs this year. Pursuant to the same CD authority, EPA and IDEQ disapprove Hecla's draft Work Plan to the extent Hecla has failed to meet the remainder of its CD obligations, including remediating a minimum of 200 yards, addressing water well closures, remediating ROWs and commercial properties, and conducting other work outlined in the Remedial Design Reports.

As mentioned during our meeting on March 12, 2003, EPA and IDEQ are willing to entertain a proposal by Hecla to modify the Work Plan to provide for the performance of at least half of the work required under the CD for this construction season. EPA's and IDEQ's

SENT BY: HP LASERJET 3150;

2065530957;

APR-18-03 3:34PM;

PAGE 3/3

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willingness to consider less than full performance by Hecla this construction season does not indicate our intent to modify the Settling Defendants joint and several obligations under the CD for future years. In addition, absent the submittal and approval of a revised Work Plan, EPA and IDEQ do not waive their authority to seek relief for the Settling Defendants failure to meet the requirements of the CD.

Pursuant to Paragraph 41.a. of the CD, EPA directs Hecla to correct the deficiencies and resubmit the Work Plan to EPA and IDEQ for approval within seven (7) calendar days of receipt of this letter. Specifically, EPA directs Hecla to modify the Work Plan to include the remediation of 100 residential yards (including high-risk yards) plus associated ROWs and commercial properties in the City of Wardner.

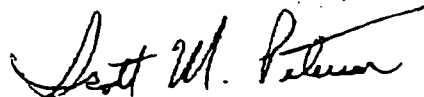
Hecla's failure to resubmit the Work Plan as directed will constitute a violation of the terms and conditions of the CD. As you are aware, with limited exceptions, the dispute resolution procedures outlined in the CD provide the exclusive mechanism for resolving disputes regarding CD requirements, including the matters addressed by this letter. Violations of the CD subject the Settling Defendants to stipulated penalties under Section XXI of the CD. Should Hecla fail to resubmit an approvable Work Plan, Hecla will be subject to the stipulated penalties section of the CD. Pursuant to the CD, stipulated penalties begin to accrue on the date that the deficient submittal was originally due, in this instance, April 15, 2003.

We look forward to receiving this year's Work Plan for cleanup of contaminated residential properties in the Populated Areas. Should you be interested, we are available to meet with you in an expedited fashion to discuss the matters addressed by this letter. Please contact us if you have any questions.

Sincerely,



Angela Chung  
EPA Superfund Project Manager



Scott Peterson  
IDEQ Project Manager

Cc: Chris Pfahl  
Paul Glader  
Rob Hanson (by email)  
Curt Fransen (by email)  
Ted Yackulic (by email)

B



RECEIVED  
APR 17 2003

April 15, 2003

Scott Peterson  
IDEQ  
Superfund Project Office  
1005 W. McKinley Ave.  
Kellogg, Idaho 83837

Angela Chung  
U.S. EPA - Region 10  
M/S ECL - 111  
1200 Sixth Avenue  
Seattle, WA 98101

RE: Bunker Hill Superfund Site (Area I) 2003 Residential Areas Remedial Action Work Plan

Dear Mr. Peterson and Ms. Chung:

The attached 2003 Residential Areas Remedial Action Work Plan is being submitted on behalf of Hecla Mining Company (Hecla) only. We understand that ASARCO Inc. is engaged in ongoing discussions with the United States, as it might relate to the company's participation in the 2003 Bunker Hill remediation program.

The attached Work Plan is intended to encompass the remedial activities to be performed during 2003 to satisfy Hecla obligations under the 1994 Consent Decree, including funding for Hecla project management, ICP and one half of the estimated annual cost for IDEQ oversight. The program described herein will entail an estimated scope of work and payments for a total cost not to exceed \$1,000,000.

If you have any questions or comments please contact me (208) 784-9292.

Sincerely,

Daniel E. Meyer  
Project Coordinator

cc: Paul Glader  
Betsy Temkin

Scott Peterson	2 copies
Angela Chung	2 copies
Rob Hanson	1 copy
Jerry Cobb	1 copy



BUNKER HILL SUPERFUND SITE  
(AREA I)

2003

RESIDENTIAL AREAS ANNUAL  
REMEDIAL ACTION WORK PLAN

PREPARED BY:

Hecla Mining Company

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## ATTACHMENTS

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## 1.0 INTRODUCTION

The purpose of the 2003 Residential Areas Annual Remedial Action Work Plan is to provide information as to residential properties identified for remediation and to delineate the process by which the appropriate remedial action will be selected and implemented. "High-Risk" residential properties throughout the Bunker Hill Superfund Site along with IDEQ/EPA selected properties will be targeted for remediation during the 2003 program. The 2003 Work Plan funding elements and amounts are included in Attachment D. Attachment D contains the estimated number of properties to be included in the 2003 program, based on the approximate volumes and costs estimated for the individual properties. The number of properties remediated may be increased or decreased, depending on the actual size and cost, until a total of \$1,000,000 is spent on both remediation work and the other costs and payments set out in Attachment D, (i.e. UMG Project Management, Sampling and Engineering, State Oversight and the ICP). Costs related to State Oversight and ICP are considered fixed costs at the not to exceed amounts shown in Attachment D. Hecla also is willing to consider incorporating additional work into the 2003 work plan, to the extent that any funding from ASARCO becomes available.

Any funds remaining unspent at the end of the program year will be designated, upon mutual agreement between Hecla and IDEQ/EPA, to be utilized for other expenditures related to Hecla's requirements under the Consent Decree.

The information contained within this 2003 Residential Areas Annual Remedial Action Work Plan is believed to be accurate and complete to the best of our knowledge and contains the proper documentation and prescribed protocols necessary for the implementation of the work to be performed during the 2003 program. The primary focus of the remedial action is to remove lead contaminated soils from residential areas (Area I) of the Bunker Hill Superfund Site. This remedy does not focus on the complete removal of soil above the action level, but focuses on creating a barrier between the residents and soil above the action level. Soils above the action level have been defined by IDEQ and EPA as soils with lead concentrations equal to or greater than 1,000 ppm. The 2003 Residential Areas Annual Remedial Action Plan will focus the remedial effort on residential properties, commercial properties and rights-of-way with soil levels above the action level.

## 2.0 DESCRIPTION OF WORK

### 2.1 REMEDATION

The specific performance objectives, standards, technical criteria, remedial design, remedial action, decontamination procedures, soil disposal, backfill activities, operation and maintenance, and sample collection and analysis procedures for remedial activities performed under the 2003 Residential Areas Annual Remedial Action program are specified in the Residential Yards, Commercial Properties, Rights-of-Way and Well Closure Remedial Design Reports (RDRs).

#### 2.1.1 Residential Properties

Residential properties to be remediated during the 2003 program will include residential properties that qualify for remediation through sampling. As in prior years, "high-risk" properties will be given priority over other remedial activities and properties for completion during the 2003 construction season. "High-risk" residential property remediation will continue until available funds, as described in Attachment D, have been spent. If the number of "high-risk" properties is not sufficient to spend the money allocated for residential yard remediation, IDEQ/EPA may select additional residential properties to be included in the 2003 program. The number of IDEQ/EPA selected residential properties remediated may be increased if the final cost for remediation of "high-risk" properties is less than the estimated cost set out in Attachment D. The total number of residential properties to be remediated during the 2003 program will be dictated by the available funding as described in Appendix D. Properties may be added to the 2003 scope of work until the total costs and payments listed in Attachment D reach \$1,000,000.

The individual address and remedial prescription of each "high-risk" residential property will be determined from the candidate lists provided by IDEQ/EPA. The number of "high-risk" residential properties remediated during the 2003 program will be dependent upon the number of qualifying candidates provided from the IDEQ/EPA screening. It is estimated, based on the past several years of "high-risk" remediation, that the total number of qualifying "high-risk" candidates will be approximately 5 to 10 properties. IDEQ/EPA may select additional residential properties to be included in the 2003 program to reach the estimated totals outlined in Attachment D. The total number of properties estimated for completion in Attachment D is 18, based on an estimated size of 6,000 square feet and cost of \$20,000 each. The total number of properties actually completed may increase or decrease dependent on the actual size and cost for remediation of properties selected for inclusion in the 2003 program. EPA, in consultation with the State IDEQ and PHD, will provide a "high-risk" yard remediation candidate list to Hecla by June 1, 2003. EPA in consultation with the State and PHD, may add up to an additional 30 "high-risk" yard remediation candidates by August 15, 2003. IDEQ/EPA may add additional "high-risk" candidates to the list after August 15, 2003 limited to residences where children with high blood levels are found. These additional high blood lead candidates can be submitted to Hecla until September 15, 2003, however, IDEQ/EPA will make best efforts to identify all remaining candidates prior to September 1, 2003. "High-Risk" properties will be remediated throughout the 2003 construction season as properties are determined to be eligible.

The guidance for excavation of soils in areas where trees and shrubs are present is presented in Attachment B. The guidance provides specific procedures for excavation and interim care for plants prior to soil replacement.

### 2.1.2 Page Repository

Activities for the Page Repository will include the routine use and maintenance of the disposal facility for the acceptance of Hecla and ICP yard soils.

## 2.2 SAMPLING

The specific sample collection methods, equipment, documentation, handling, locations, frequency, decontamination, chain of custody and analytical protocols for sampling activities performed under the 2003 Annual Remedial Action program are specified in the Residential Yards Remedial Design Report (RDR). The Sampling and Analysis Plans (SAPs) and Technical Memorandums corresponding to the above specified remedial action programs provide the specific sampling and analytical components for samples collected during the 2003 remedial action program.

### 2.2.1 Sampling

Sampling to be conducted during the 2003 program will include IDEQ/EPA selected and "high-risk" properties to be remediated during the 2003 remedial action program that have not been sampled under a previous UMG sampling program. "High-Risk" candidates sampled in conjunction with the 2003 sampling program will be determined from the IDEQ/EPA list of eligible "high-risk" candidates. "High-Risk" yards will be sampled following determination of meeting the "high-risk" criteria; a pregnant female, child under 6 years of age, licensed day care, or homes with a child in residence with a blood lead level equal or greater than 10 ug/dl permanently living at the residence, as described in Appendix D of the Residential Yards RDR.

Soil sampling under the 2003 remediation program will be performed according to the work schedules contained within Section 4.0 of this work plan. The sampling program will work in conjunction with the remedial action work performed at the site.

## 2.3 ACCESS AGREEMENTS

Access agreements to be used for the collection of samples and performance of subsequent remedial action, if appropriate, are included in Attachment A.

### 2.3.1 Sampling

Access agreements for sample collection will be obtained through the following process. First, a mailing of access agreements will be directed to those properties selected for sampling under the "high-risk" sampling programs. A second mailing may be directed to those property owners that do not respond to the initial mailing. In addition, access agreements will be delivered by hand, on a door to door basis, to those property owners that did not respond to the mailing programs.

Notification of sample results, if requested, will be handled in a manner similar to the access agreement process. The first attempt of sample result notification will be by mail. If mailing is unsuccessful, the results will be hand delivered on a door to door basis, as necessary.

### 2.3.2 Remediation

Typically, remediation access agreements are obtained during the property negotiation meeting with the property owner or representative. Additional access agreements for remediation will be obtained through the following process. First, a mailing will be directed to those properties identified for remediation under the Residential Areas Remediation program. The mailing will be an ongoing process requesting access as properties are identified for remediation. The access agreement will be hand delivered to the property owner and/or tenant if mailing is unsuccessful or in certain cases, hand delivery or telephone facsimile may be determined to be more expedient.

In conjunction with the collection of the remediation access agreement, the Hecla Project Coordinator and Task I Contractor, will schedule a site visit with the property owner and/or tenant to negotiate a site plan for the remediation of the property. The IDEQ/EPA Project Coordinator will be notified of the date, time and location of the property remediation negotiations.

### 2.4 SITE PLANS

A site plan will be prepared for each property where remediation is required. The site plan will be used as a permanent record to show site-specific conditions and remediation activities completed. The site plans will be incorporated into the Annual Construction Completion Reports and will be provided to PHD for use in the ICP tracking system. A copy of the final site plan will be provided to the property owner. The site plans will be signed by the Hecla Project Coordinator, IDEQ/EPA Project Coordinator and property owner and/or tenant.

### 2.5 ORGANIZATION STRUCTURE

The organizational structure for the 2003 remediation project management is outlined in the attached organizational chart (see Attachment C). Hecla will act as the Supervising Contractor and shall also supply the authorized representatives to act as Project Coordinator and alternates. The identity of each of these individuals has been supplied to and approved by EPA and IDEQ in separate documents.

#### 2.5.1 Project Management Structure

Hecla will furnish a Project Coordinator to provide direction, oversight and management for remedial activities performed under the 2003 Bunker Hill Superfund Site Residential Areas Annual Remedial Action Work Plan. The Hecla Project Coordinator will be the designated representative for Hecla. The Project Coordinator will be responsible to submit required documentation, deliverables and reports to the EPA and IDEQ. The Project Coordinator, or his designee, will also act as the on-site representative for addressing property owner remedial action negotiations, complaints and/or requests. The Hecla Project Coordinator will be responsible to act as the primary contact for EPA and IDEQ negotiations, complaints and/or requests related to the work being performed under the 2003 Residential Areas Annual Remedial Action Work Plan. The remediation contractor(s) Project Manager will report directly to the Hecla Project Coordinator.

The Hecla Project Coordinator will work directly with the IDEQ/EPA Project Coordinator's to communicate Contractor activities, personnel requirements and designations. The Hecla Project Coordinator will be available to meet with the IDEQ/EPA Project Coordinator's, at a minimum, on a monthly basis or as otherwise determined or requested by IDEQ/EPA.

## 2.6 QUALITY ASSURANCE/QUALITY CONTROL MEASURES

The Construction Quality Assurance program is intended to ensure that the remedy is constructed in accordance with the appropriate criteria. Construction Quality Control tests will be performed in accordance with the requirements of the specifications included in Residential Yards RDR.

The specific Quality Assurance and Quality Control (QA/QC) measures for sampling activities performed under the 2003 Annual Remedial Action program are specified in the Residential Areas Annual Remedial Action Quality Assurance Project Plan (QAPP). The QAPP contains the specific procedures for performance audits, routine procedures, internal quality control checks and corrective action. The QAPP provides the specific QA/QC components for remedial activities to be performed during the 2003 annual remedial action program. There are no anticipated deviations from the quality assurance measures described in the QAPP or Residential Yards RDR.

## 2.7 HEALTH AND SAFETY

The health and safety requirements for the 2003 residential areas annual remedial action program are designed to follow the specifications prescribed in the Residential Areas Annual Remedial Action Health and Safety Plan (HASP). The HASP provides the emergency and post-emergency procedures; job site health and safety considerations and procedures including hazard evaluations and chemicals of concern; communication; notification and organization procedures and structures; personal protective equipment, instructions and procedures to ensure personnel protection and safety; monitoring plans; medical surveillance programs and training; and record-keeping and reporting procedures. The HASP provides the specific health and safety components for remedial activities performed during the 2003 annual remedial action program. An updated list of the emergency phone numbers and contacts contained in the site Health and Safety Plan, has been included with this Work Plan (See Attachment C).

### 3.0 DELIVERABLES

The following described plans and reports will be submitted to the IDEQ/EPA under this Work Plan. The current distribution for all deliverables described under this Work Plan includes (4) copies to EPA and (2) copies to the State, broken down as requested by IDEQ/EPA as follows; 2 - copies to EPA Angela Chung, 1 - copy to IDEQ Rob Hanson, 2 - copies to IDEQ Scott Peterson and 1 - Copy to IDHW/PHD Jerry Cobb.

#### 3.1 PROJECT MANAGEMENT MONTHLY REPORTS

Hecla will submit written monthly reports, (4) copies to EPA and (2) copies to the State, outlining remedial activities performed during the month. The monthly reports will be submitted to the EPA and the State by the 10th day of the following month. The monthly reports shall include the minimum information, as specified in the Consent Decree.

The estimated cost allocations outlined in the 2003 Work Plan Funding in Attachment D, will be updated following approval and payment of contractor invoices. This occurs approximately bi-weekly. Additionally, the address and total cost of each property remediated during the 2003 program will be provided with the monthly report, as properties are completed and invoices occurs. The bi-weekly cost reports will be submitted to EPA and IDEQ in addition to the monthly reports; the bi-weekly cost reports will include projections of work that will be completed towards the end of the construction season; and Hecla will provide a final statement of accounting that certifies that expenditures of \$1,000,000 approximately one month following completion of the work and invoicing for the 2003 program.

#### 3.2 TECHNICAL MEMORANDA

The Technical memoranda are the mechanism for requesting material modifications of plans, designs, and schedules. Technical memoranda will not be prepared or required for the non-material field changes that have been approved by the agencies. In the event that Hecla determines modifications of an approved plan, design, or schedule is necessary, Hecla will submit a written request for the modification to the Agency Project Coordinators.

#### 3.3 SAMPLING DATA

The analytical results of the sampling program will be provided to the IDEQ/EPA in conjunction with the monthly progress reports in similar format as past programs, following appropriate review and validation of the data by Hecla.

#### 3.4 ANNUAL CONSTRUCTION COMPLETION REPORT

Construction activities completed during the 2003 construction season will be summarized in the Annual Construction Completion Report. This report will contain a complete listing and description of construction activities associated with the residential area program that were completed during the 2003 construction season as well as other work prescribed in this Work Plan. This report will be submitted to IDEQ/EPA within 60 days of completion of the 2003 construction season and will include the final site plans signed by the Hecla Project Coordinator, IDEQ/EPA Project Coordinator and property owner and/or tenant.

#### 4.0 SCHEDULE

The proposed remedial action schedule for the Bunker Hill Superfund Site Residential Areas Annual Remedial Action is summarized as follows:

- |                                                                                                                                                                                           |                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| • Work Plan Distributed to IDEQ/EPA                                                                                                                                                       | April 15, 2003                  |
| • EPA/IDEQ Submit First List of "High-Risk" Candidates                                                                                                                                    | June 1, 2003                    |
| • Begin Photo-documentation, Backfill Sampling, Property Negotiations<br>(As soon as "High-Risk Properties are identified for remediation)                                                | June, 2003                      |
| • Begin Remediation of "High-Risk" Residential Properties<br>(Weather Dependent) (Actual start-up depends on how quickly<br>"high-risk" property identification & access can be obtained) | June, 2003                      |
| • EPA/IDEQ Submit Final List of "High-Risk" Candidates                                                                                                                                    | Aug. 15, 2003                   |
| • EPA/IDEQ Submit Final List of High Blood Lead/"High-Risk" Candidates                                                                                                                    | Sept. 1, 2003<br>Sept. 15, 2003 |
| • Completion of Remedial Activities for 2003 (Work may continue<br>dependent upon weather and available resources)                                                                        | Oct. 31, 2003                   |
| • 2003 Annual Construction Completion Report                                                                                                                                              | 60 Days After<br>Completion     |

The proposed schedule dates are subject to change dependent upon weather, site conditions and agency authorization to proceed on schedule. If any of the above dates should fall on a weekend or holiday, the due date will be the following regular business day.



Bunker Hill Superfund Site  
Residential Areas (Area I)

2003 Annual Remedial Action Work Plan

**ATTACHMENT A**

ACCESS AGREEMENTS

## CONSENT FOR ACCESS TO PROPERTY

### SAMPLING ACCESS

I hereby give my consent to the Idaho Department of Environmental Quality (IDEQ), Panhandle Health Department (PHD), U.S. Environmental Protection Agency (EPA), their officers, employees, representatives, and persons acting at their request, and a Representative(s) of Hecla Mining Company or person acting on their behalf to have access to and enter the property at the below locations(s) for sampling and testing the soil during 2003 to the extent deemed necessary by IDEQ, PHD, and EPA. I understand that this sampling is part of the soil contamination investigation within the Bunker Hill CERCLA site. I further understand that my participation is entirely voluntary and that I may withdraw my consent at any time.

I understand that, to the extent required by law, personal identifying information and the location of my residence will be kept confidential by IDEQ, PHD, EPA, and Hecla. Neither I, nor any member of my family, will be identified by name in publicly available reports. I understand that IDEQ, PHD, EPA, and Hecla may exchange sampling results as deemed necessary by IDEQ, PHD, and EPA.

I understand that I may request the results of this sampling at any time and that if I have further questions, information can be obtained by contacting IDEQ or one of its representatives.

Resident

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Street address: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Property ID #: \_\_\_\_\_

Sampling results requested? Yes ☐ No ☐

Daytime Phone No.: \_\_\_\_\_

Would it be agreeable to sample your property as early as 07:00 a.m.?

Yes ☐ No ☐

## **OWNER/TENANT ACCESS AGREEMENT FOR POPULATED AREAS (AREA I) REMEDIATION**

THIS AGREEMENT is by and between the undersigned property tenant ("Owner/Tenant") and the companies listed in Paragraph 1 (hereinafter referred to as "Respondents").

1. Respondents: For purposes of this Access Agreement, "Respondents" shall include the following companies, their employees, agents, contractors and subcontractors, each of which by separate agreement has appointed Hecla Mining Company its agent for purposes of obtaining and executing this Access Agreement:

Hecla Mining Company

2. Description of Property: Owner is the lessor/Tenant if the lessee of real property located in Shoshone County, State of Idaho, with the following description ("the property"):

3. Purpose of Agreement: Pursuant to the Consent Decree, U.S. District Court for District of Idaho No. CIV 94-0206-N-HLR (the "Consent Decree"), Respondents are required to perform certain work at locations identified in the Consent Decree. The property has been so identified. The purpose of this Access Agreement is to give Respondents access to the property in order to conduct the work required by the Consent Decree.

4. Scope of Agreement: Owner/Tenant has the right to grant and hereby grants Respondents and their agents, employees, contractors and subcontractors the right to enter, without charge, upon the property for the purpose of carrying out soil sampling activities and the work set forth in the Consent Decree. Respondents shall consult as necessary with Owner/Tenant in order to reach consensus in establishing time schedules and the scope of work to be performed, including removal and replacement of soil, small trees, shrubs, plants, turf and other yard items, and necessary arrangements to facilitate the work. Prior to commencement of the work, Respondents shall make a generalized photographic record of the property and a work schedule detailing the work to be done. Copies of the record and schedule shall be provided to Owner/Tenant.

5. Access and Coordination: Respondents shall have access to the property at all reasonable times and upon reasonable notice to Owner/Tenant for the duration of this Agreement. Access to the property shall be solely for the purpose of soil sampling and carrying out the terms of the Consent Decree. Owner/Tenant shall be entitled, upon request, to receive the results of any testing of soil samples obtained by Respondents on the property while carrying out this work.

6. Duration of Agreement: This Agreement shall remain in effect until certification by EPA that all work under the Consent Decree relating to the Property has been satisfactorily completed, or such earlier date as EPA may authorize.

7. Waiver of Claims: Owner/Tenant expressly waives any claim against Respondents, jointly or individually, for any alleged taking of the property by virtue of Respondents' access to or entry upon the property or performance of any work required by the Consent Decree. Owner/Tenant further waives any and all claims, including but not limited to, all claims for damages, lost profits or diminution of property value against Respondents, jointly or individually, by virtue of Respondents' non-negligent and non-tortious performance of said work.

8. Indemnification: Respondents agree to indemnify and hold Owner/Tenant and (if applicable) Owner's/Tenant's employees, agents, officers, directors, shareholders and/or its general and limited partners harmless from and against any and all claims, damages, liabilities, costs and expenses arising from the carrying out of work pursuant to access granted under this Agreement; provided, however, Respondents do not agree to assume the risk of, or indemnify Owner/Tenant, its employees, agents, officers, directors, shareholders, and/or its general and limited partners against any loss which is the result of negligence or tortious conduct, on the part of the Owner/Tenant or its employees, agents or contractors. In the event that any demand or claim is made or suit is commenced against Owner/Tenant for which indemnification is claimed, Owner/Tenant shall give prompt written notice thereof to Respondents, and Respondents shall have the right to compromise or defend the demand, claim, or suit. Nothing contained in this Paragraph 8 shall be deemed to affect any right to indemnification and/or contribution any of the parties may have under any other contract or agreement, law or regulation for existing or future claims.

9. Grant of Access to Government Agencies for Sampling and Inspection: Owner/Tenant hereby grants EPA and the Idaho Department of Environmental Quality ("IDEQ") and their employees, agents, authorized representatives, contractors and subcontractors the right to enter upon the property at all reasonable times and upon reasonable notice for the purpose of conducting project oversight, soil analysis and sampling, and inspection. Owner/Tenant shall be entitled to receive the results of any testing of soil samples obtained by EPA and/or IDEQ on Owner's/Tenant's property upon written request.

10. Independent Contractor: Respondents warrant that they and any employee agent, consultant, or subcontractor retained by Respondents are independent contractors and are not employees or agents for Owner/Tenant.

11. Respondents Not EPA Representatives: Respondents are not, and shall not be deemed to be, representatives or agents of EPA with respect to the work.

12. For Tenant Agreements - Agreement with Property Owner: If the Tenant is not the property Owner, Respondents shall obtain an agreement substantially identical to this Access Agreement from the property Owner.

13. Binding Effect: This Access Agreement shall bind the Respondents and Owner/Tenant, and each of their successors and assigns.

14. Effective Date: This Agreement shall be effective when both parties have executed this Agreement as evidenced by the signatures of the parties or their representatives below.

For Respondents:

By:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

For Owner or Tenant:

By:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Daytime Phone No.:

(Owner's Name)  
(Mailing Address)  
(City, State, Zip)

Dear :

As you may know, Hecla Mining Company has certain obligations, including but not limited to obtaining water well samples, pursuant to ongoing cleanup activities at the Bunker Hill Superfund Site. This letter has been sent to you because, according to our records, you are the owner of a water well with the Site that needs to be tested.

We are writing to request that you allow Hecla Mining Company and its designated representatives access to obtain a sample of water from a tap fed by the well. The samples will be analyzed for concentrations of arsenic, cadmium, lead and zinc. The results of the analysis will be used to assess groundwater quality conditions in your area as part of the general remedial activities occurring in the Bunker Hill Superfund Site. You will be provided with a copy of the sampling report and the analytical results. All results will be sent to the Idaho Division of Environmental Quality, Environmental Protection Agency, the Panhandle Health District and the Idaho Department of Water Resources.

You will be contacted by phone or in person by our representative, McCulley, Frick & Gilman, Inc., in the near future to discuss any questions you might have about this program and to arrange for a time when sampling can be done. In the interim, you may contact me at 784-9292 with any concerns. Please indicate your approval for Hecla and its representatives to access your property to obtain water samples by signing the authorization below. This authorization will be collected by field personnel at the time of sampling.

Thank you very much for your time.

Sincerely yours,

Daniel E. Meyer  
Project Coordinator

WELL OWNER AUTHORIZATION

I agree to allow Hecla Mining Company and its representatives access for the above described activities related to my water well, located at \_\_\_\_\_ . (Please fill in correct location address).

\_\_\_\_\_  
(Well Owner)

Date

Phone Number

**OWNER/TENANT ACCESS AGREEMENT FOR  
POPULATED AREAS (AREA I) REMEDIATION  
WELL CLOSURE**

THIS AGREEMENT is by and between the undersigned property tenant ("Owner/Tenant") and the companies listed in Paragraph 1 (hereinafter referred to as "Respondents").

1. Respondents: For purposes of this Access Agreement, "Respondents" shall include the following companies, their employees, agents, contractors and subcontractors, each of which by separate agreement has appointed Hecla Mining Company its agent for purposes of obtaining and executing this Access Agreement:

Hecla Mining Company

2. Description of Property: Owner is the lessor/Tenant if the lessee of real property located in Shoshone County, State of Idaho, with the following description ("the property"):

3. Purpose of Agreement: Pursuant to the Consent Decree, U.S. District Court for District of Idaho No. CIV 94-0206-N-HLR (the "Consent Decree"), Respondents are required to perform certain work at locations identified in the Consent Decree. The property has been so identified. The purpose of this Access Agreement is to give Respondents access to the property in order to conduct the work required by the Consent Decree.

4. Scope of Agreement: Owner/Tenant has the right to grant and hereby grants Respondents and their agents, employees, contractors and subcontractors the right to enter, without charge, upon the property for the purpose of carrying out sampling activities and the work set forth in the Consent Decree. Respondents shall consult as necessary with Owner/Tenant in order to reach consensus in establishing time schedules and the scope of work to be performed, including well closure, and necessary arrangements to facilitate the work. Prior to commencement of the work, Respondents shall make a generalized photographic record of the property and a work schedule detailing the work to be done. Copies of the record and schedule shall be provided to Owner/Tenant.

5. Access and Coordination: Respondents shall have access to the property at all reasonable times and upon reasonable notice to Owner/Tenant for the duration of this Agreement. Access to the property shall be solely for the purpose of sampling and carrying out the terms of the Consent Decree. Owner/Tenant shall be entitled, upon request, to receive the results of any testing of samples obtained by Respondents on the property while carrying out this work.

6. Duration of Agreement: This Agreement shall remain in effect until certification by EPA that all work under the Consent Decree relating to the Property has been satisfactorily completed, or such earlier date as EPA may authorize.

7. Waiver of Claims: Owner/Tenant expressly waives any claim against Respondents, jointly or individually, for any alleged taking of the property by virtue of Respondents' access to or entry upon the property or performance of any work required by the Consent Decree. Owner/Tenant further waives any and all claims, including but not limited to, all claims for damages, lost profits or diminution of property value against Respondents, jointly or individually, by virtue of Respondents' non-negligent and non-tortious performance of said work.

8. Indemnification: Respondents agree to indemnify and hold Owner/Tenant and (if applicable) Owner's/Tenant's employees, agents, officers, directors, shareholders and/or its general and limited partners harmless from and against any and all claims, damages, liabilities, costs and expenses arising from the carrying out of work pursuant to access granted under this Agreement; provided, however, Respondents do not agree to assume the risk of, or indemnify Owner/Tenant, its employees, agents, officers, directors, shareholders, and/or its general and limited partners against any loss which is the result of negligence or tortuous conduct, on the part of the Owner/Tenant or its employees, agents or contractors. In the event that any demand or claim is made or suit is commenced against Owner/Tenant for which indemnification is claimed, Owner/Tenant shall give prompt written notice thereof to Respondents, and Respondents shall have the right to compromise or defend the demand, claim, or suit. Nothing contained in this Paragraph 8 shall be deemed to affect any right to indemnification and/or contribution any of the parties may have under any other contract or agreement, law or regulation for existing or future claims.

9. Grant of Access to Government Agencies for Sampling and Inspection: Owner/Tenant hereby grants EPA and the Idaho Department of Environmental Quality ("IDEQ") and their employees, agents, authorized representatives, contractors and subcontractors the right to enter upon the property at all reasonable times and upon reasonable notice for the purpose of conducting project oversight, analysis and sampling, and inspection. Owner/Tenant shall be entitled to receive the results of any testing of samples obtained by EPA and/or IDEQ on Owner's/Tenant's property upon written request.



10. Independent Contractor: Respondents warrant that they and any employee agent, consultant, or subcontractor retained by Respondents are independent contractors and are not employees or agents for Owner/Tenant.

11. Respondents Not EPA Representatives: Respondents are not, and shall not be deemed to be, representatives or agents of EPA with respect to the work.

12. For Tenant Agreements - Agreement with Property Owner: If the Tenant is not the property Owner, Respondents shall obtain an agreement substantially identical to this Access Agreement from the property Owner.

13. Binding Effect: This Access Agreement shall bind the Respondents and Owner/Tenant, and each of their successors and assigns.

14. Effective Date: This Agreement shall be effective when both parties have executed this Agreement as evidenced by the signatures of the parties or their representatives below.

For Respondents:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For Owner or Tenant:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Daytime Phone No.:

Bunker Hill Superfund Site  
Residential Areas (Area I)

2003 Annual Remedial Action Work Plan

**ATTACHMENT B**

PLANT CARE AND EXCAVATION PROCEDURES

# PLANT CARE AND EXCAVATION PROCEDURES

The information contained in the following procedures have been supplied to provide the appropriate techniques for the proper excavation, care, storage, planting and maintenance of trees and shrubbery.

## EXCAVATING AROUND EXISTING TREES:

Remove low hanging limbs to avoid breakage and damage while removing soil.

Carefully remove soil from around tree base and roots. To prevent root damage, dig around roots by hand instead of digging too close to tree with equipment (see attached Diagram A). Take care to prevent jarring or injuring tree's cambrian layer with equipment, dig down and away from tree, not underneath and up through the tree roots (see attached Diagram B).

Prune off injured roots and branches in conformance to best horticultural practices. The pruning of injured branches shall conform to the natural growth characteristics of the tree.

Water thoroughly around roots immediately and water twice a week during summer drought.

## REPLACEMENT OF TREES AND PLANT MATERIAL:

**PLANT HEALTH AND CONDITION:** Plants to be in vigorous healthy condition free of all pests, disease, fungus, disfiguring knots, sun scalds, abrasions of the bark, broken tops, torn roots and any other objectionable features. Plants cut back from larger sizes to meet specified sizes will not be accepted. All plants to be nursery grown stock in climate similar to project unless otherwise approved. Plants to have no cuts over 3/4" in diameter which have not completely healed over. Leader to be intact on all plants. Plants are to be of specimen quality as described by the American Nursery Association stock standards.

**BALLED AND BURLAPPED PLANTS:** To be handled all times by the ball of earth and not by the plant, balls to be solid, unbroken.

**CONTAINER-GROWN PLANTS:** To be well developed with sufficient root system to hold earth intact after removal from the container without being root bound.

Bare root plants and cold storage plants are not allowed.

### TEMPORARY STORAGE OF PLANT MATERIAL:

Plant at once all plant material delivered and accepted. Plants that cannot be planted within one day after arrival shall be "Heeled-In" in accord with accepted horticultural practice and the following requirements:

1. Protect root ball of balled and burlapped plants with moist earth, sawdust or other acceptable material.
2. Protect plant material at all times from extreme weather conditions, and keep moist.

### PLANT MATERIAL PLANTING:

GENERAL: Protect plants at all times during planting operations to prevent roots from drying out. No planting is to be done during freezing weather or other highly unfavorable planting conditions.

Remove plants, supplied in container, in such manner as to prevent disturbance of root system or material in which they were planted, and plant without delay, in same manner as described for balled or burlapped plants. (Under no circumstances remove plant from container by pulling on the main stem).

EXCAVATION, SETTING, BACKFILLING: Dig holes for trees and shrubs minimum 12-inch greater in diameter than diameter of the root ball. Roughen sides of each plant hole to eliminate "Glazed" surfaces that are difficult for roots to penetrate. Exercise care in excavation and planting so that plant is planted at the "Nursery" dirt level for each plant. Cut all strings or cords on balled and burlapped material and lay back the burlap completely from the ball. Do this only after plant is placed in its final position and before completion of backfill. Work backfill material in around the plants filling all voids. Do firming and tamping of backfill material around plants in such a manner as not to damage the plants or their roots. Water thoroughly during backfilling operations to fill voids.

WRAPPING: Wrap trunks of all deciduous trees. Use tree wrap not less than 4" wide. Designed to prevent bore damage and winter freezing. Start at ground and cover trunk to height of first branches and securely attach. *Inspect tree trunks for injury, improper pruning and insect infestation and take corrective measures required before wrapping.*

PRUNING: After planting, prune plant material in conformance to best horticultural practice, appropriate to the type of plant by top pruning. Remove all damaged twigs or branches to compensate for the loss of roots during planting operation. (Top growth removal to compensate for root loss is not to exceed 1/4 of the top growth unless otherwise directed by architect). Removal of top growth shall be done in such a manner as to retain natural growth characteristics of the plant. Treat cuts greater than 3/4 inch in diameter with an approved tree wound dressing. In pruning, cut clean without bruising or tearing the bark. **DO NOT PRUNE LEADERS OF TREES.**

### BEST HORTICULTURAL PRACTICES:

The statement "best horticultural practices for pruning injured tree roots and branches" refers to accepted practices for pruning trees and shrubs to remove injured or diseased limbs and roots. The pruning techniques that promote a healthy plant begin with avoiding subs when making a cut (Allen, 1978). The cut should be made at a 45° angle just above the bud. If an entire branch is being removed, the cut should be as close to the parent branch as possible, leaving a cut that is flush with the surface of the branch.

Any large branch being removed should be done in stages to avoid splitting the trunk or peeling away the bark, which could damage the tree. A large branch is one that is too large to be comfortably held with the free hand when making the cut (Hudson, 1962). First, the smaller foliage-laden branches and the end of a heavy branch should be removed. Then make a shallow undercut approximately six inches out from the trunk with a saw. Then saw off the branch from the top but outside of the undercut. Finally, remove the stub from the main branch or trunk, leaving a slight shoulder and cut on an angle slanting away from the trunk. This process leaves a somewhat oval section of heartwood which promotes healing.

The cut can be painted with a tree-wound compound if greater than two inches in diameter. This wound compound is used to protect the wound from decay as it heals; however, experts disagree on whether or not painting the wound actually promotes healing (Allen, 1978).

Some needle-leaved evergreens, such as firs, pines and spruces, produce branches in whorls at the same level around the trunk or around the branches. They do not branch out readily after cutting and they grow slowly, so caution should be taken when pruning them (Steffek, 1969). In addition, any branch that is removed is gone forever because it will not be replaced (Allen, 1978).

Most deciduous trees can be pruned successfully year round following the basic techniques of pruning given above. However, maples and birches bleed severely, permitting disease to enter. Therefore, they should only be pruned in the summer or fall when the sap flow is reduced (Steffek, 1969).

Damaged or broken roots should be cut back to good, healthy growth. The damaged roots should be removed with a clean cut to promote healing. It is important that no jagged ends remain because any injury that does not heal easily is exposed to decay bacteria in the soil (Steffek, 1969).

### NATURAL GROWTH CHARACTERISTICS:

The statement "natural growth characteristics of typical tree species encountered in the Bunker Hill Superfund Site" refers to the shape of the tree or shrub as it is found naturally in its environment. The natural growth pattern a tree or shrub tends to follow includes such shapes as compact, spreading, open, tall, or slender (Hudson, 1962). The plant should be pruned to its natural shape instead of creating an artificial shape (Allen, 1978). Plants are at their best when pruned to allow for their natural size and form. Pruning a tree or shrub to achieve an unnatural shape may result in a weaker form. The weakened plant is most susceptible to damage in the winter months when a snow load can deform or break branches off the plant.

#### REFERENCES:

Clark & Sons Landscaping Contractors & Nurserymen literature for Plant Care and Excavation Procedures.

#### LITERATURE CITED:

Allen, Oliver E. 1978. Pruning and Grafting. Time-Life Books, Alexandria, VA.

Hudson, Roy L. 1962. Sunset Pruning Handbook. Lane Book Company, Menlo Park, CA.

Steffek, Edwin F. 1969. The Pruning Manual. Van Nostrand Reinhold Company, New York, NY.

Bunker Hill Superfund Site  
Residential Areas (Area I)

2003 Annual Remedial Action Work Plan

**ATTACHMENT C**

ORGANIZATIONAL CHART

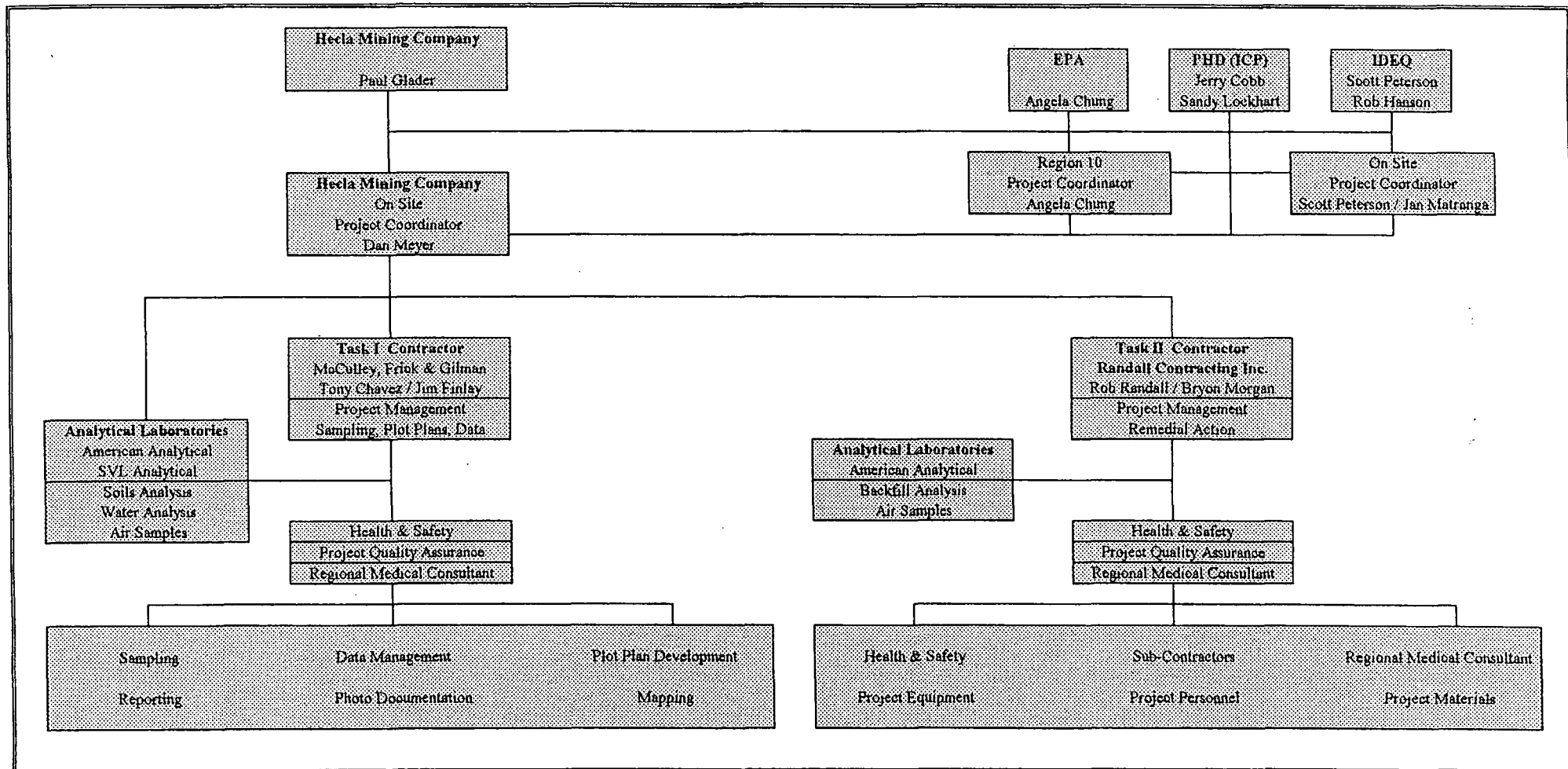
## EMERGENCY PHONE NUMBERS

The following emergency telephone numbers will be used as appropriate during remediation activities. In case of emergency, please refer to the Emergency Procedures in Section 8.

Kellogg Police Dept.	911
Kellogg Fire Dept.	911
Kellogg Ambulance	911
Shoshone Medical Center	(208) 784-1221
Poison Control Center	1-800-860-0620
National Response Center	1-800-424-8802
Environmental Protection Agency (EPA) Region 10 Project Coordinator - Seattle, Angela Chung	(206) 553-6511
Idaho Department of Health and Welfare (IDEQ) - Boise, Rob Hanson Project Coordinator - Kellogg, Scott Peterson/Jan Matranga	(208) 373-0290 (208) 783-5781
CORPORATE ENVIRONMENTAL MANAGEMENT: Hecla Mining Company - Coeur d'Alene, Paul Glader	(208) 769-4112
Hecla Project Coordinator - Kellogg, Dan Meyer	(208) 784-9292
CONTRACTOR: Project Managers;	
McCulley, Frick & Gilman, Inc. - Cd'A, Tony Chavez/Jim Finlay	(208) 667-2948
Randall Contracting Inc. - Kellogg, Rob Randall/Bryon Morgan	(208) 784-1503
Health and Safety Manager - Kellogg, Randall Contracting Inc.	(208) 784-1503
Health and Safety Supervisor - Kellogg, Randall Contracting Inc.	(208) 784-1503
Health and Safety Officer - Kellogg, Randall Contracting Inc.	(208) 784-1503



# HECLA MINING COMPANY BUNKER HILL SUPERFUND SITE RESIDENTIAL AREAS 2003 ORGANIZATIONAL CHART



Bunker Hill Superfund Site  
Residential Areas (Area I)

2003 Annual Remedial Action Work Plan

**ATTACHMENT D**

2003 WORK PLAN FUNDING  
Not To Exceed \$1.0 Million Commitment

## 2003 Work Plan Funding

Code	EXPENDITURES	BUDGETED TOTAL	DESCRIPTION
1000	PROJECT MANAGEMENT		
1010	UMG Project Manager	\$79,200	12 Months Including Burden
1020	Overhead (office, Vehicle, Phone, etc.)	\$15,800	12 Months Includes Vehicle, Office, Phones and Office Supplies
1030	Accounting	\$12,000	12 Months Accounting
1040	Public Relations	\$1,000	Miscellaneous Local Advertising.
	PROJECT MANAGEMENT TOTALS	\$108,000	TOTAL
2000	SAMPLING AND ANALYSIS		
2010	Plot Plans	\$1,500	Sampling "High-Risk" Yards and Possible Miscellaneous Properties
2020	Sampling Access Agreements	\$1,000	
2030	Sampling	\$2,500	
2050	Data Management	\$1,000	
2060	Water Wells	\$100	Estimated Sampling of Wells Following Owner Refusal of Closure
2070	Sample Prep. and Analysis:		
2071	Residential, Commercial & R-O-W	\$1,500	Yard Sample Analysis
2074	Page Pond		
2075	Wells	\$100	Well Sample Analysis
	Sub-Total Sampling and Analysis	\$7,700	Sub-Total
3000	ENGINEERING AND DESIGN		
3010	Plot Plans	\$52,140	
3020	Remediation Access Agreements	\$3,916	
3030	Photo Documentation	\$8,932	
3040	Reporting	\$18,920	
3050	Page Pond		
3060	Risk Assessment / Five Year Review		
3070	Certification Documentation and Reporting		
	Sub-Total Engineering and Design	\$83,908	Sub-Total
	SAMPLING & ENGINEERING TOTALS	\$91,608	TOTAL
4000	REMEDIATION	\$176,500	(8 Yards & 3 Wells) \$176,500 Payment To EPA/State For Refusal Properites for Kellogg North of Interstate 90 Certification
4010	Residential Yards	\$360,000	Estimate of 18 residential properties including "high-risk" properties (Estimated at Approx. 6,000 sq.ft / \$20,000 ea.)
4020	Commercial Properties		
4030	Rights-Of-Way		
4040	Page Pond	\$2,500	Miscellaneous Repair and Maintenance
4050	Well Closure		
4060	Warranty Work	\$7,500	Repair of T & M properties remediated during previous remediation program
4090	Army Corp. Page Pond Maintenance		
	REMEDIATION TOTALS	\$546,500	TOTAL
5000	OVERSIGHT		
5010	EPA		
5020	State	\$99,907	Based on IDEQ's 2002 Budget - Fixed at Estimate of not to exceed 1/2 of annual cost.
	OVERSIGHT TOTALS	\$99,907	TOTAL
6000	ICP		
6010	Funding to PHD	\$120,000	Based on Average Annaul Costs; Fixed at estimate of not to exceed average annual cost.
6020	PRP Direct Expense	\$15,000	Routine ICP material placement
	ICP TOTALS	\$135,000	TOTAL
	Contingency	\$18,983	
		\$1,000,000	GRAND TOTAL

c



State of Idaho  
Department of Environmental Quality  
1410 North Hilton  
Boise, Idaho 83706



U.S. Environmental Protection Agency  
Region 10  
1200 Sixth Avenue  
Seattle, Washington 98101

April 30, 2003

**VIA FACSIMILE**

Daniel E. Meyer  
Site Manager/Project Coordinator  
Upstream Mining Group  
P.O. Box 1080  
Kellogg, ID 83837

Re: Hecla's Annual Remedial Action Work Plan for the Bunker Hill Superfund Site;  
Notice of Work Takeover

*Dan*  
Dear Mr. Meyer:

EPA and IDEQ are writing this letter in follow-up to our letter dated April 18, 2003. In our letter, EPA and IDEQ directed Hecla to modify and resubmit the draft Annual Remedial Action Work Plan (Work Plan) to provide for only half of the Work required by the 1994 Consent Decree (CD). Specifically, EPA directed Hecla to modify the Work Plan to include the remediation of 100 residential yards (including high-risk yards) plus associated rights-of-way (ROWs) and commercial properties in the City of Wardner. Hecla failed to modify the Work Plan as directed and Hecla's failure to re-submit the Work Plan constitutes a violation of the terms and conditions of the CD. Instead, on April 24, 2003, Hecla provided EPA with notice that it was disputing EPA's decision to disapprove a portion of its proposed Work Plan.

As noted in our letter dated April 18, 2003, EPA and IDEQ partially approved Hecla's proposal to remediate residential properties in the Populated Areas, fund the Institutional Controls Program (ICP), and fund IDEQ oversight costs this year. Hecla estimates that its proposed Work Plan would provide funding for Hecla's project management, the ICP, half of IDEQ oversight costs, and the remediation of approximately 18 residential properties, including high-risk yards, this year. Hecla is obligated by the terms of the CD to perform this work during this construction season.

As a result of Hecla's failure to resubmit a Work Plan that fully incorporates EPA's and IDEQ's directed modifications, EPA, after consultation with IDEQ, has determined that Hecla has failed to provide a Work Plan that timely and adequately implements this season's cleanup work.

This letter provides Hecla with written notice that EPA and IDEQ, pursuant to Paragraph 91 of Section XXII of the CD, will assume the remediation of a minimum of 100 residential yards, rights-of-way, and commercial properties in the city of Kellogg south of I-90 this construction season. EPA and IDEQ have decided to assume a portion of this season's work to

minimize any harm resulting from Hecla's deficient Work Plan submittal. EPA and IDEQ also considered other factors, such as the importance of this cleanup to public health, the communities' interest in maintaining the pace of the Populated Areas cleanup, and timing concerns related to EPA's and IDEQ's ability to prepare for performance of the assumed work during this construction season. EPA intends to fund the assumed work with a combination of money from the ASARCO Environmental Trust and the Superfund.

EPA's and IDEQ's assumption of approximately half of the 2003 Work required by the CD does not relieve Hecla of its obligation to submit a revised Work Plan as directed by EPA in its letter of April 18, 2003. EPA and IDEQ understand that this directive has been disputed by Hecla. However, unless this directive is modified or voided as a result of the dispute resolution process, Hecla will be obligated to submit a Work Plan for EPA approval that provides for the remediation of 100 residential yards (including high risks yards) plus associated ROWs and commercial properties in the City of Wardner. Upon approval, Hecla will be obligated to implement the approved Work Plan.

EPA and IDEQ plan to use the Page Pond Repository for disposal of contaminated residential soils. This letter also provides notice that EPA and IDEQ will require access to the Page Pond Repository as part of the performance of the assumed remedial work, and shall begin to exercise their access authority, as described in Section X of the CD, for access and use of the Page Pond Repository on May 1, 2003.

Finally, EPA and IDEQ propose a meeting with Hecla to further discuss the approved portions of the Work Plan and attempt to informally resolve the dispute triggered by Hecla on April 24, 2003. As discussed with Dan Meyer, EPA and IDEQ are available to meet with Hecla during the week of May 5 and look forward to confirming a meeting date soon.

Should you have any questions related to this letter, please direct your inquiries to Ted Yackulic, EPA Assistant Regional Counsel at 206-553-1218 or Curt Fransen, Idaho Deputy Attorney General, at 208-769-1589.

Sincerely,

*SEE ATTACHED FOR SIGNATURE*

Angela Chung  
EPA Superfund Project Manager

Scott Peterson  
IDEQ Project Manager

Cc: Chris Pfahl  
Paul Glader  
Rob Hanson (by email)  
Curt Fransen (by email)  
Ted Yackulic (by email)

harm resulting from Hecla's deficient Work Plan submittal. EPA and IDEQ also considered other factors, such as the importance of this cleanup to public health, the communities' interest in maintaining the pace of the Populated Areas cleanup, and timing concerns related to EPA's and IDEQ's ability to prepare for performance of the assumed work during this construction season. EPA intends to fund the assumed work with a combination of money from the ASARCO Environmental Trust and the Superfund.

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Sincerely,



Angela Chung  
EPA Superfund Project Manager



Scott Peterson  
IDEQ Project Manager

Cc: Chris Pfahl  
Paul Glader  
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Curt Fransen (by email)  
Ted Yackulic (by email)